

LICENSE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2000, between the **COUNTY OF YORK, VIRGINIA**, hereinafter referred to as the County, and **ROLAND R. ROLLINS, BETTY A. ROLLINS, DENNIS L. ROLLINS** and **BARBARA G. ROLLINS**, their successors and assigns, hereinafter referred to as the Licensee.

WITNESSETH: That the County hereby grants to the Licensee a license to use, for the purpose hereinafter set forth, that strip of land 50 feet in width (hereinafter referred to as the Property) as shown on that certain plat entitled "Willow Lakes, Section Two," dated April 2, 1999 and prepared by Davis & Associates, PC, a copy of which is recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, in Plat Book 13, pages 32 and 33, which 50-foot strip is more particularly described as follows:

Beginning at a point where the western terminus of the Trevor Trace right-of-way abuts the property of the Licensee, and running in an easterly direction to a point coterminous with the northerly extension of the westerly right-of-way line of Dorothy Drive, being all of that portion of Trevor Trace which lies to the west of the extended westerly right-of-way line of Dorothy Drive, as shown on the above-referenced plat.

The license herein described and provided for is given by the County without any consideration received from the Licensee and shall be subject to the following terms and conditions:

1. This license is given solely for the purpose of ingress and egress between Dorothy Drive and Trevor Trace, and the adjacent parcels of land owned by Licensee and identified as Tax Map No. 24-72-3 and Tax Map No. 24-48-2A ("Licensee's Parcels") and for the installation of necessary utilities, including but not limited to public water and public sanitary sewer, natural gas, electricity, and cable television, to serve the Licensee's Parcels, provided that all such utilities shall be located outside of the area that would be paved if a public right-of-way were to be constructed therein. Furthermore, any driveway to be located on the Property shall consist of, at a minimum, an all-weather surface of rock, stone or gravel, with a minimum depth of three inches (3") and a minimum width of ten feet (10'). Any and all improvements to the Property and any and all utilities placed within the Property, shall be in accordance with a site plan submitted to and approved by the County. Licensee's Parcels shall not be further subdivided without compliance with the County's Zoning and Subdivision Ordinances, including the construction of a public street to serve the parcels, if required. The

Licensee shall be responsible for the repair and maintenance of any and all improvements made to the Property. The County shall not be responsible for maintaining any such improvements, including any driveway.

2. This license shall be non-exclusive and shall be subject to the right hereby reserved by the County to grant any permit, easement, or any other right or rights whatsoever to any private, governmental, or any other entity for any purpose whatsoever at any time and for any period of time.

3. The Licensee shall be liable to the County for any damage to the Property or any improvements now or hereafter erected thereon, which is caused by the Licensee or by an employee, agent or contractor of the Licensee.

4. The Licensee shall indemnify the County and its officers, agents, and employees and hold them harmless for any loss or damage to property or any person, caused or contributed to by the Licensee's exercise of the rights and privileges herein granted, or the existence thereof.

5. This license shall be terminable by the County if and when a street is constructed on the Property beyond the westerly terminus of the Trevor Trace right-of-way and is dedicated for public use. Upon such termination, the Licensee shall, upon the request of the County, at Licensee's expense and within a period of sixty (60) days, remove any facilities or improvements installed by or for the Licensee within the Property, including but not limited to water, sewer, electric, natural gas, and cable television lines, provided, however, that if such removal shall cause any damage to the Property or any improvements then thereon, the Licensee shall be liable to the County as provided in Paragraph 3 above.

6. The Licensee may abandon or terminate the license herein granted at any time, upon which event Licensee shall remove any utilities placed by Licensee within the Property at Licensee's expense, within thirty (30) days of such termination. If the Licensee desires at any time to terminate this license, it shall give thirty (30) days written notice to the County and Licensee shall have thirty (30) days thereafter to remove such improvements. The Licensee shall be liable for any damage to the Property occasioned by such removal. In the event that the Licensee either terminates or abandons the license and thereafter fails to remove any facilities or improvements within thirty (30) days, the County may remove such facilities or improvements and repair any damages caused thereby, and Licensee shall be liable for all costs thereof.

Any notice required or provided for herein shall be conclusively deemed to have been given if mailed to a party as follows:

To the County:

County Administrator
P.O. Box 532
Yorktown, VA 23690

To the Licensee:

Mr. & Ms. Roland R. Rollins
6106 George Washington Memorial Highway
Yorktown, VA 23692

IN WITNESS THEREOF, the County has caused its name to be hereto signed by the County Administrator, he being duly authorized to do so by Resolution R00-____, passed by the York County Board of Supervisors on the ____ day of _____, 2000.

Roland R. Rollins

Betty A. Rollins

Dennis L. Rollins

Barbara G. Rollins

COUNTY OF YORK, VIRGINIA

By _____
County Administrator

Approved as to form:

County Attorney